

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER REQ-111-23-000015		PAGE OF 1 35	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 72011123Q00002		6. SOLICITATION ISSUE DATE 08/22/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 09/13/2023 1600 D	
9. ISSUED BY		CODE	720114	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
USAID CAUCASUS 29 GEORGIAN AMERICAN FRIENDSHIP AVE TBILISI 0131 GEORGIA				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	
				NAICS: 541990		SIZE STANDARD: \$19.5	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE N/A	
USAID ARMENIA 1 AMERICAN AVE YEREVAN 0082 ARMENIA				Not Applicable			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Gender Analysis						
	(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
				<div style="display: flex; align-items: center;"> <div style="font-size: 2em; font-weight: bold; margin-right: 10px;">David Strine</div> <div> Digitally signed by David Strine Date: 2023.08.22 16:50:45 +04'00' </div> </div>			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				David Strine			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS



USAID
FROM THE AMERICAN PEOPLE

ARMENIA

SOLICITATION NUMBER: 72011123Q00002

ISSUANCE DATE: August 22, 2023

CLOSING DATE/TIME: September 13, 2023, at 4:00 PM (Yerevan time).

SOLICITATION: Request for a Quote (RFQ) for Gender Analysis.

Dear Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking offers from qualified companies or individuals to produce a Gender Analysis.

Offers (Quotes) must be prepared in accordance with **Attachment 1 (SOW)** of this solicitation.

This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any costs incurred in the preparation and submission of the offer.

USAID/Armenia intends to award a firm-fixed price Purchase Order to a successful offeror.

According to the US Government restrictions (Reference: FAR Provisions 52.204-24, 52.204-26 and FAR Clause 52.204-25) on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, offerors must submit a representation whether their organization owns or/and uses any of the referenced technologies and/or equipment. The representation shall be signed by an official who is authorized to bind the entire organization.

To receive USAID award(s), contractors must be registered in the System for Award Management (SAM). To obtain the registration, please visit www.sam.gov and follow the registration steps. Registration is free, but it takes time and preparation to complete each registration correctly. If your organization has an active SAM account, please send your Unique Entity Identifier (UEI) along with an offer. According to FAR 52.204-7(b)(1), an offeror is required to be registered in SAM when submitting an offer

72011123Q00002

or quotation and shall continue to be registered until time of award, during performance and through final payment of a contract resulting from this solicitation. Offers/Quotes and all questions related to this solicitation shall be sent via email to: tbilisixoprocurement@usaid.gov

Sincerely,

/s/

David Strine
Executive Officer

ATTACHMENT 1

Statement of Work

Gender Analysis

INTRODUCTION

Gender equality is key to achieving the U.S. Agency for International Development (USAID) outcomes. USAID's vision is of a prosperous and peaceful world in which women and girls, men and boys, and gender-diverse individuals, throughout their lives, enjoy equal rights; have the agency to secure better lives for themselves, their families, their communities, and their countries; have equitable access to high-quality education and health care, as well as justice and economic opportunity; accumulate and control their own assets and resources; exercise their own voices; and live free from restrictive gender norms, beliefs, and practices including intimidation, harassment, discrimination, and violence.

USAID is mandated to conduct a context-specific gender analysis for its country strategies, projects, and activities to determine and identify data-driven and evidence-based approaches to address existing gender inequalities.

ANALYSIS PURPOSE AND INTENDED USE

USAID/Armenia last conducted a gender analysis in 2019. The goal of the current analysis is twofold. First, the analysis aims to provide USAID/Armenia with updates on the changes in the macro level gender issues, inequalities, constraints, and opportunities in the country since 2019. Second, the analysis should identify major gaps and constraints in gender equality in four sectors - disaster resilience, food security, human rights, and elections and political processes. USAID/Armenia will use the findings of this gender analysis to ensure that its programming explicitly addresses any gender disparities and includes actions to reduce the identified gaps and inequalities to empower marginalized populations in the referenced sectors. The key stakeholders, or the primary audience for the analysis results, will be USAID/Armenia, USAID/Washington, as well as current and potential implementing partners. At the same time, the analysis will be accessible to all interested parties in the development community and beyond.

ANALYSIS SECTORS AND DOMAINS

The **country level gender analysis** shall identify gender issues, inequalities, constraints, and opportunities pertaining to USAID/Armenia 2020-2025 Country Development Cooperation Strategy (CDCS) Development Objectives (DO):

- DO1: Democratic transition advanced; and
- DO2: Economic security enhanced.

The **sector-specific gender analysis** shall identify key gender inequalities or needs for marginalized population empowerment in the following four development sectors:

- Disaster Risk Reduction and Resilience;
- Food Security;
- Human Rights; and
- Elections and Political Processes.

Both the country level and sector specific gender analysis shall comply with [ADS Chapter 205](#) requirements and utilize the following domains:

- **Laws, Policies, Regulations, and Institutional Practices that influence the context in which men and women act and make decisions:** The gender analysis shall identify the extent to which laws, policies, regulations, and institutional practices contain explicit gender biases (e.g., explicit provisions that treat males and females differently; laws and regulations that criminalize and/or restrict individuals on the basis of their gender identity or expression) or implicit gender biases (e.g., the different impacts of laws, policies, regulations, and practices on men and women because of different social arrangements and economic behavior). The analysis shall also identify when key gender-related legislation (e.g., laws on non-discrimination, gender equality, gender-based violence, sexual harassment) is absent.

For the purpose of this analysis:

- Laws include formal statutory laws.
- Policies and regulations include formal and informal rules and procedures adopted by public institutions for making decisions and taking public action.

- Institutional practices can be formal or informal and include behaviors or norms related to human resources (hiring and firing), professional conduct (workplace harassment), provision of services, and the like.
- **Cultural Norms and Beliefs:** This domain shall analyze cultural norms and beliefs (often expressed as gender stereotypes) on appropriate qualities, life goals, and aspirations for males and females. Gender norms and beliefs are influenced by perceptions of gender identity and expression and are often supported by and embedded in laws, policies, and institutional practices. They influence how females and males behave in different domains.
- **Gender Roles, Responsibilities, and Time Use:** Gender analysis shall assess what males and females do in the spheres of productive (market) economic activity and reproductive (non-market) activity, including roles, responsibilities, and time use during paid work, unpaid work (including care and other work in the home), and community service to get an accurate portrait of how people lead their lives and to anticipate potential constraints to participation in development projects. The gender analysis shall specifically address how and in which ways gender roles and cultural barriers impact women's access to labor markets.
- **Access to and Control over Assets and Resources:** This component of gender analysis shall examine whether females and males own and/or have access to and the capacity to use productive resources – assets (land, housing), income, social benefits (social insurance, pensions), public services (health, water), technology – and information necessary to be a fully active and productive participant in society. Analysis of this domain may also include an examination of how a society's acceptance (or lack thereof) of individuals' gender identity and/or expression may influence their ability to access and control resources.
- **Patterns of Power and Decision-making:** This domain of gender analysis shall assess the ability of women and men to decide, influence, and exercise control over material, human, intellectual, and financial resources, in the family, community, and country. It also includes the capacity to vote and run for office at all levels of government. The analysis shall examine to what extent males and females are represented in senior level decision-making positions and exercise voice in decisions made by public, private, and civil society organizations. Issues of power often cross-cut the other domains of gender analysis as well.

METHODOLOGY

The gender analysis shall use a combination of primary and secondary data collection methods. The Contractor shall consult with a wide variety of key stakeholders who are aware of the local context and can provide unpublished information. These

stakeholders include but are not limited to representatives of local academic institutions, think tanks, civil society organizations, government officials, and USAID program beneficiaries.

Secondary data collection shall include the analysis of data from multiple sources, including but not limited to country level gender analysis performed by USAID, the government and other donors or academics as well as:

- Regional or sectoral gender analyses;
- Official national- and regional-level data and statistics;
- Relevant public data from USAID projects and activities;
- Periodic reports to United Nations (UN) human rights committees; and
- Shadow reports and reports by UN and regional intergovernmental organizations, non-governmental organizations (NGOs), and implementers.

DELIVERABLES/TASKS

Inception Phase

The Contractor shall submit an ***Inception Report***, which includes a brief literature review, proposed methodology, work plan/schedule, and a proposed list of stakeholders to be consulted. The USAID/Armenia will provide necessary documents, including the 2019 gender analysis report and relevant project documents to the Contractor.

After the submission of the Inception Report and prior to data collection, the Contractor shall hold an ***in-brief with relevant USAID/Armenia staff*** to finalize the proposed approach, methodology and timeline.

The Contractor shall submit the ***proposed methodological tools*** (e.g. questionnaires, discussion guides) to USAID/Armenia for input and approval prior to the launch of the fieldwork. Should the Contractor use quantitative data, all datasets generated during the performance of Contract shall be submitted in a machine-readable, non-proprietary format and excluding any personally identifiable information, with supporting documentation describing the dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions. All datasets created during the performance of the Contract shall be submitted to the Development Data Library per open data requirements found in ADS 579, USAID Development Data, and per instructions outlined in ADS 302mas (302.3.5.22). The Contractor must submit the Dataset and supporting documentation

within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work.

Phase I | Country Level Gender Analysis and Outbrief

The Contractor must update the 2019 country level gender analysis focusing on the 2020-2025 CDCS two DOs - democratic transition advanced and economic security enhanced, using the domains listed in the earlier sections. The deliverable for this phase is a ***slide deck*** on the key preliminary findings of the country level analysis and ***an outbrief for USAID/Armenia***. The Contractor must share the draft slides for USAID review at least three working days prior to the presentation.

Phase II | Sector-Specific Gender Analyses and Outbriefs

The Contractor must conduct gender analysis focusing on four sectors: disaster resilience, food security, human rights, and elections and political processes. The deliverables for this phase are ***four separate slide decks*** on the key preliminary findings of the sectoral analyses and ***outbriefs for USAID/Armenia***. Please refer to the timeline table below for the dates of these deliverables. The Contractor must share the draft slides for USAID review at least three working days prior to the presentation.

Phase III | Gender Analysis Report and Presentation

Draft Gender Analysis Report: The report must include an updated country level analysis and comprehensively address each of the four sectors in separate chapters (see the proposed structure of the report below). The findings and conclusions should be clearly supported by the collected and analyzed data. Findings should be presented graphically where feasible and appropriate, using graphs, tables and charts.

The draft gender analysis report must contain at least the following:

- Executive Summary
 - Introduction
 - Methodology
 - Key Findings and Recommendations
- Introduction
 - Background
 - Purpose of the Gender Analysis
- Methodology

- Analysis Methodology
- Research Limitations
- Country Level Gender Analysis
 - Findings and Recommendations by ADS 205 Domains
 - Laws, Policies, Regulations and Institutional Practices
 - Cultural Norms and Beliefs
 - Gender Roles, Responsibilities and Time Use
 - Access to and Control Over Assets and Resources
 - Patterns of Power and Decision-Making
 - Findings and Recommendations by Sectors
 - Democratic Transition
 - Economic Security
 - International Donor Activities
- Sector-specific Gender Analysis
 - Findings and Recommendations by Sectors
 - Elections and Political Processes
 - Disaster Resilience
 - Food Security
 - Human Rights
- Annexes

Final Gender Analysis Report: Following receipt of all USAID comments on the draft report, the Contractor will have 10 days to prepare and submit a final version that incorporates and responds to USAID/Armenia feedback. The final report must be up to 50 pages (excluding annexes) and formatted in accordance with [USAID's branding and marking requirements](#).

The Contractor must make the final gender analysis report publicly available through [Development Experience Clearinghouse](#) within 30 calendar days of final approval of the formatted report.

Final Presentation: The final report is to be accompanied by a presentation that aims to debrief selected stakeholders of the findings and conclusions from the analysis. A draft of the final deck must be submitted to USAID/Armenia prior to finalization and the presentation.

TIMELINE

The services contracted under this SOW must be delivered from September 20, 2023 through December 31, 2023.

DELIVERABLE/TASK	Due Date	% of Contract
Deliverable 1: Inception report	September 27, 2023	20%
Deliverable 2: Primary Data Collection Tools	September 29, 2023	
Deliverable 3: Slidedeck and out-brief on key preliminary findings of country level analysis	October 9, 2023	30%
Deliverable 4: Slidedeck and out-brief on key preliminary findings of sector-specific analysis Disaster Resilience	October 18, 2023	
Deliverable 5: Slidedeck and out-brief on key preliminary findings of sector-specific analysis Elections and Political Processes	October 25, 2023	30%
Deliverable 6: Slidedeck and out-brief on key preliminary findings of sector-specific analysis Human Rights	November 6, 2023	
Deliverable 7: Slidedeck and out-brief on key preliminary findings of sector-specific analysis Food Security	November 15, 2023	

Deliverable 8: Draft Report and Presentation	December 1, 2023	20%
Deliverable 9: Final Copy-edited Report	December 25, 2023	

MINIMUM REQUIREMENTS FOR THE OFFEROR

- Proven track record of gender analysis in the development areas of democracy, human rights and governance, economic growth and resilience;
- Knowledge of public policies addressing gender and social inclusion gaps, gender-based violence, disability, and gender agendas and programs of USAID and main development agencies in Armenia;
- Experience in qualitative research and statistical data analysis.

GENERAL INSTRUCTIONS TO OFFERORS

Offers/Quotes shall be submitted via email to tbilisiexoprocurement@usaid.gov no later than September 13, 2023, 4:00 PM (Yerevan time). The offer shall be accompanied by a cover letter signed by the offeror. The cover letter shall be in Adobe PDF format. Total email size cannot exceed 5 MB. All attachments shall be in MS Word, Adobe PDF, or MS Excel readable format. **OFFERORS MUST NOT SUBMIT ZIPPED FILES.**

If you send your offer by multiple emails, please indicate in the subject line of an email whether this email is related to the Technical or Cost/Price Proposal, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). USAID's preference would be that the Technical and the Cost/Price proposals be submitted as a single email attachment(s), e.g. that you consolidate the various parts of the technical proposal into a single document before sending it.

The issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of an offer. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government.

Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable.

Instructions for preparing the Technical and Cost Proposals

An offer shall be prepared in two separate parts: the Technical Proposal shall address technical aspects only, while the Cost/Price Proposal shall present the cost/price. Technical proposals shall not refer to pricing data. The technical evaluation will be made strictly based on technical merit.

The Technical Proposal in response to this solicitation must address and follow the technical evaluation factors. The proposal must be well organized, complete, clear and succinctly presented.

The Technical Proposal, at a minimum, must include the following:

1. Offeror's proposed approach responding to the Gender Analysis Statement of Work (SOW), confirming availability to meet the deadlines stipulated in the Timeline section of the SOW (up to 3 pages);
2. Resume/CV(s) of the Consultant/team;
3. Past Performance Information of an offeror and the proposed team members, if any: for the past five years' period a listing of relevant service delivery that are similar in size, scope and objectives to what is contained in this SOW (maximum 5 pages);
4. A sample report of similar nature produced by an offeror (in English) that can be shared with the USAID or available publicly;
5. Offerors are required to confirm their availability to perform requested services for the period specified in the SOW.

Offerors shall submit a Price/Cost Proposal which should include sufficient information to support the proposed costs through a detailed budget in Excel spreadsheet format (with unlocked formulas) a price breakdown (no more than two pages) of costs that includes estimated level of effort, other direct and indirect costs; budget notes and supporting documents that demonstrate how costs were calculated to arrive at the price.

EVALUATION CRITERIA

USAID intends to evaluate offers in accordance with evaluation criteria stated below and make an award to the responsible offeror whose proposal represents the best value to the U.S. Government. Offers will be evaluated based on a trade-off source selection process. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. Price may become a deciding factor if technical capabilities of the offerors are evaluated equally. If only one offer is received,

the determination of the price reasonableness will be conducted based on the current market conditions. Evaluation of proposals will be done by the Technical Evaluation Committee using numerical scoring and the criteria as presented below. USAID may award a Purchase Order without negotiations.

Technical Evaluation Criteria (max 100 points):

- Detailed approach, its relevance and adequacy to the SOW (max 35 points);
- Qualifications of an offeror and the proposed team members (if applicable) (max 30 points);
- Experience in conducting studies of similar size and complexity during the past five years (max 35 points).

Price Evaluation Criteria:

Proposed prices will be evaluated for completeness, reasonableness, allowability and allocability. This analysis is intended to determine the degree to which the costs included in the price proposal are fair and reasonable. An overall evaluated price will be determined and will be used as part of the trade-off analysis in determining source selection. In the evaluation of proposals, technical factors will be more important compared to prices.

COMPENSATION AND METHOD OF PAYMENT

- All direct and indirect costs (travel and per diem, etc.) will be negotiated as a firm fixed price Purchase Order;
- Payment will be made either in US Dollars or Armenian Dram (AMD).

Terms of payment:

- Electronic Funds Transfer (EFT) will be used as the payment method; and
- EFT payment will be made in accordance with the Prompt Pay Act (within 30 days) after receipt and acceptance of the deliverables, and submission of a proper Invoice.

BUDGET

The maximum amount for this project is \$24,850. Offers exceeding this amount will not be considered.

Clauses and Provisions:

52.212-4 –Contract Terms and Conditions—Commercial Products and Commercial Services (Dec 2022)

52.212-5 -- Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Dec 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

☒ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

☐ (5) [Reserved].

☐ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

☐ (10) [Reserved].

☐ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).

☒ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

☐ (13) [Reserved]

☐ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-6](#).

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-7](#).

___ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

___ (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (JUN 2020) of [52.219-9](#).

___ (v) Alternate IV (SEP 2021) of [52.219-9](#).

x (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-13](#).

x (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).

x (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).

___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-28](#).

___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).

___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).

x (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

x (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).

x (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

x (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).

x (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

x (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

___ (ii) Alternate I (FEB 1999) of [52.222-26](#).

___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

x (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

x (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

x (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

☒ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

☒ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☒ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☒ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☒ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☒ (ii) Alternate I (OCT 2015) of [52.223-13](#).

☒ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☒ (ii) Alternate I (JUN 2014) of [52.223-14](#).

☒ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

☒ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☒ (ii) Alternate I (JUN 2014) of [52.223-16](#).

☒ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☒ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

☒ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

x (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

x (ii) Alternate I (JAN 2017) of [52.224-3](#).

x (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

x (ii) Alternate I (OCT 2022) of [52.225-1](#).

x (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

x (ii) Alternate I [Reserved].

x (iii) Alternate II (DEC 2022) of [52.225-3](#).

x (iv) Alternate III (JAN 2021) of [52.225-3](#).

x (v) Alternate IV (Oct 2022) of [52.225-3](#).

x (50) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

x (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

x (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

x (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

x (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

x (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

x (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

x (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

x (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

x (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

x (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

x (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

x (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

x (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

x (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

x (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

x (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

x (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

x (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

x (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

x (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

x (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

x (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained:

Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation.

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017).

(a) Definition. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(a) Definitions. As used in this clause-

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or

comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

752.202-1 Definitions. (JAN 1990)

(a) *USAID* shall mean the U.S. Agency for International Development.

(b) *Administrator* shall mean the Administrator or the Deputy Administrator of USAID.

(c) When this contract is with an educational [institution](#) *Campus Coordinator* shall mean the representative of the Contractor at the Contractor's home [institution](#), who shall be responsible for coordinating the activities carried out under the contract.

(d) When this contract is with an educational [institution](#) *Campus Personnel* shall mean representatives of the Contractor performing services under the contract at the Contractor's home [institution](#) and shall include the Campus Coordinator.

(e) **Consultant** shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(f) **Contractor employee** shall mean an employee of the Contractor assigned to work under this contract.

(g) **Cooperating Country or Countries** shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(h) **Cooperating Government** shall mean the government of the Cooperating Country.

(i) **Federal Acquisition Regulations (FAR)**, when referred to herein shall include U.S. Agency for International Development Acquisition Regulations (AIDAR).

(j) **Government** shall mean the United States Government.

(k) **Mission** shall mean the United States AID Mission to, or principal USAID office in, the Cooperating Country.

(l) **Mission Director** shall mean the principal officer in the Mission in the Cooperating Country, or his/her designated representative.

USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS (JUN 2009)

(a) **Contractor's Chief of Party** shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

(b) **Cooperating Country National (CCN) employee** means an individual who meets the citizenship requirements of the CCN definition in (48 CFR) AIDAR 702.170 and is hired while residing outside the United States for work in a cooperating country.

(c) **Dependents** shall mean:

(1) Spouse;

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.

(3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent

dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(d) *Local currency* shall mean the currency of the Cooperating Country.

(e) *Regular employee* shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(f) *Short-term employee* shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(g) *Third Country National (TCN) employee* means an individual who meets the citizenship requirements of the TCN definition in (48 CFR) AIDAR 702.170 and is hired while residing outside the United States for work in a Cooperating Country.

752.211-70 Language and measurement. (JUN 1992)

(a) The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the contract or as authorized by the contracting officer.

(b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

752.7006 Notices. (APR 1984)

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered or regular mail as follows: To USAID: Administrator, U.S. Agency for International Development, Washington, D.C. 20523-0061. Attention: Contracting Officer (the name of the cognizant Contracting Officer with a copy to the appropriate Mission Director). To Contractor: At Contractor's address shown on the cover page of this contract, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

752.7009 Marking. (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

752.7013 Contractor-Mission Relationships. (OCT 1989)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.

(c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country

national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute shall be at no cost to USAID.

(e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

(The following paragraph (f) is applicable if the contract is with an educational institution:)

(f) It is understood by the parties that the Contractor's responsibilities shall not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

752.7025 Approvals. (APR 1984)

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.